

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

*US BANK TRUST, NATIONAL ASSOCIATION,
AS TRUSTEE OF AMERICAN HOMEOWNER
PRESERVATION TRUST SERIES 2015+,*

Plaintiff(s)

v.

*WALWORTH COUNTY,
WALWORTH COUNTY TREASURER
VALERIE ETZEL,*

Defendant(s)

**STIPULATION OF
SETTLEMENT AND
ORDER FOR DISMISSAL**

Case No. 21-CV-451

WHEREAS, plaintiff US BANK TRUST, NATIONAL ASSOCIATION, AS TRUSTEE OF AMERICAN HOMEOWNER PRESERVATION TRUST SERIES 2015+ filed a complaint on April 8, 2021 alleging that retention of surplus proceeds after a tax foreclosure and sale by the Defendants violated the Fifth and Fourteenth Amendment Rights of the Plaintiff; and

WHEREAS, the parties are interested in resolving the issues alleged in the complaint in this action, and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to the above-captioned action is an infant or incompetent person; and

WHEREAS, the parties in the above-captioned action wish to discontinue the litigation;

IT IS HEREBY STIPULATED AND AGREED by and between the parties and/or their respective counsel as follows:

1. The parties hereby agree that the above-captioned action is dismissed and discontinued with prejudice, as to the named defendant(s), pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.
2. Any and all of the claims for damages by plaintiff which are the subject of this action or otherwise arise out of any of the incidents alleged in the Complaint are hereby settled, as against the named defendant(s), for the sum of (\$50,000.00) FIFTY THOUSAND DOLLARS and 00/100 in full satisfaction of all claims for damages, costs, disbursements and legal fees.
3. The check for the payment of the sum stated in Paragraph #2, above, shall be drawn to the trust account for Plaintiff's attorney and mailed out via US Mail.

4. In consideration of the payment of the sum stated in Paragraph #2, above, the plaintiff hereby releases each of the named defendant(s) in their individual and official capacities, and their heirs, executors, administrators and assigns, from any and all claims, liabilities and causes of action related to or arising out of any and all of the events set forth in the Complaint in the above-captioned action.
5. Nothing in this Ordered Stipulation of Settlement shall be construed as an admission or concession of liability whatsoever by any of the defendants regarding any of the allegations made by the plaintiff in the Complaint.
6. Payment of the amount stated in Paragraph #2, above, will be made within thirty (30) days after the approval of this stipulation by the Court and receipt by defendant's counsel of a copy of the fully executed Ordered Stipulation of Settlement as entered by the Court. In the event that the aforesaid payment is not made within the thirty (30) day period, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on the thirty-first (31st) day after receipt by defendant's counsel of a copy of the fully executed Ordered Stipulation of Settlement.
7. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose except in an action or proceeding to enforce this Stipulation of Settlement.
8. This Ordered Stipulation of Settlement embodies the entire agreement of the parties in this matter.

Electronically Signed by Estee E. Scholtz
Estee Scholtz for Defendants Walworth County
And Walworth County Treasurer, Valerie Etzel

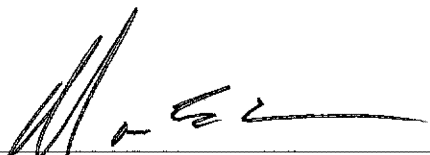
Walworth County Corporation Counsel
1800 County Road NN
Elkhorn, WI 53121
262-741-7221

Dated: February 5, 2023

SO ORDERED:

Dated: Milwaukee, Wisconsin

_____, 2024
(date)



Marc Dann for Plaintiff, US Bank Trust

DannLaw
15000 Madison Avenue
Cleveland, OH 44107
216-373-0539

Dated: _____

United States District/Magistrate Judge